

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

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<b>GEOTAG, INC.</b>	)	
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	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. 2:10-cv-00573-TJW-CE</b>
	)	
<b>RENT-A-CENTER, INC. ET AL</b>	)	
	)	
	)	
	)	
<b>Defendants.</b>	)	
	)	

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**ADVANCE AUTO PARTS, INC., E-ADVANCE, LLC AND ADVANCE STORES  
COMPANY, INC.'S ANSWER TO  
GEOTAG, INC'S COMPLAINT FOR PATENT INFRINGEMENT**

Defendants Advance Auto Parts, Inc. (“Advance Auto”), E-Advance, LLC (“E-Advance”) and Advance Stores Company, Inc. (“Advance Stores”), (collectively, “Advance”) by and through its attorneys, answers the Complaint of GeoTag, Inc. (“GeoTag”).

**PARTIES**

1. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning GEOTAG, and therefore denies each and every factual allegation in Paragraph 1.

2. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning RENT-A-CENTER, and therefore denies each and every factual allegation in Paragraph 2.

3. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning ALAMO, and therefore denies each and every factual allegation in Paragraph 3.

4. Advance admits that ADVANCE AUTO PARTS, INC. has a place of business in Roanoke, Virginia.

5. Advance admits that ADVANCE STORES COMPANY, INC. has a place of business in Roanoke, Virginia.

6. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning APPLIED INDUSTRIAL TECHNOLOGIES, INC., and therefore denies each and every factual allegation in Paragraph 6.

7. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AMERICA, INC. D/B/A AMERICAN STANDARD BRANDS D/B/A AMERICAN STANDARD, and therefore denies each and every factual allegation in Paragraph 7.

8. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AUTONATION, and therefore denies each and every factual allegation in Paragraph 8.

9. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AUTOZONE, and therefore denies each and every factual allegation in Paragraph 9.

10. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AVALON, and therefore denies each and every factual allegation in Paragraph 10.

11. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AVIS BUDGET GROUP, INC., and therefore denies each and every factual allegation in Paragraph 11.

12. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AVIS RENT A CAR SYSTEM, LLC, and therefore denies each and every factual allegation in Paragraph 12.

13. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning BRAKE CENTERS, and therefore denies each and every factual allegation in Paragraph 13.

14. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning CARMAX BUSINESS SERVICES, LLC, and therefore denies each and every factual allegation in Paragraph 14.

15. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning CARMAX, INC., and therefore denies each and every factual allegation in Paragraph 15.

16. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning CHRISTUS HEALTH A/K/A CHRISTUS HEALTH NON-PROFIT CORP., and therefore denies each and every factual allegation in Paragraph 16.

17. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning CHRISTUS HEALTH FOUNDATION, and therefore denies each and every factual allegation in Paragraph 17.

18. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning DISCOUNT TIRE CO. D/B/A DISCOUNT TIRE D/B/A AMERICA'S TIRE, and therefore denies each and every factual allegation in Paragraph 18.

19. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning DOLLAR RENT A CAR, INC., and therefore denies each and every factual allegation in Paragraph 19.

20. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning DOLLAR THRIFTY AUTOMOTIVE GROUP, INC., and therefore denies each and every factual allegation in Paragraph 20.

21. Advance admits that E-ADVANCE, LLC has a place of business in Roanoke, Virginia.

22. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning ENTERPRISE HOLDING, INC., and therefore denies each and every factual allegation in Paragraph 22.

23. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning ENTERPRISE RENT-A-CAR CO., and therefore denies each and every factual allegation in Paragraph 23.

24. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning GROUP 1, and therefore denies each and every factual allegation in Paragraph 24.

25. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning INTERSTATE BATTERY, and therefore denies each and every factual allegation in Paragraph 25.

26. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning JUST BRAKES OF NEVADA, and therefore denies each and every factual allegation in Paragraph 26.

27. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning NATIONAL, and therefore denies each and every factual allegation in Paragraph 27.

28. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning O'REILLY, and therefore denies each and every factual allegation in Paragraph 28.

29. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning PAYLESS, and therefore denies each and every factual allegation in Paragraph 29.

30. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning PENSKE AUTOMOTIVE GROUP, INC., and therefore denies each and every factual allegation in Paragraph 30.

31. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning PENSKE CORP., and therefore denies each and every factual allegation in Paragraph 31.

32. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning PENSKE SYSTEM, INC., and therefore denies each and every factual allegation in Paragraph 32.

33. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning PENSKE TRUCK LEASING CO., L.P., and therefore denies each and every factual allegation in Paragraph 33.

34. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning RHINO, and therefore denies each and every factual allegation in Paragraph 34.

35. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning HERTZ, and therefore denies each and every factual allegation in Paragraph 35.

36. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning PEP BOYS, and therefore denies each and every factual allegation in Paragraph 36.

37. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning THE REINALT-THOMAS CORP., and therefore denies each and every factual allegation in Paragraph 37.

38. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning THRIFTY, and therefore denies each and every factual allegation in Paragraph 38.

39. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning TRANE U.S. INC., and therefore denies each and every factual allegation in Paragraph 39.

40. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning TRANE, INC. F/K/A AMERICAN STANDARD COMPANIES, INC., and therefore denies each and every factual allegation in Paragraph 40.

41. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning VANGUARD CAR RENTAL GROUP INC. and VANGUARD CAR RENTAL USA INC. D/B/A ALAMO RENT A CAR D/B/A NATIONAL CAR RENTAL, and therefore denies each and every factual allegation in Paragraph 41.

42. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning VANGUARD CAR RENTAL USA, INC., and therefore denies each and every factual allegation in Paragraph 42. Advance further denies that E-ADVANCE can be referred to collectively with ENTERPRISE for purposes of this pleading.

#### **JURISDICTION AND VENUE**

43. Advance admits that, as a legal matter, GeoTag has attempted to state a claim for patent infringement and that this Court has subject matter jurisdiction over the purported subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a). Advance denies that any bases exist for any such claims against Advance Auto, E-Advance and Advance Stores. Advance further denies that Advance Auto, E-Advance and Advance Stores have committed acts of patent infringement in any judicial District, including this judicial District. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning any other Defendant, and therefore denies the same. Advance denies each and every remaining factual allegation in Paragraph 43.

44. For purposes of this action only, Advance does not contest that, with respect to Advance Auto, E-Advance and Advance Stores, this is one District in which venue is proper. Advance maintains, however, that this District is not the appropriate venue for this action, and that other Districts would be more convenient venues for this action (and reserves all rights to

move for transfer of venue of this action). For purposes of this action only, Advance does not contest that Advance Auto, E-Advance and Advance Stores are subject to personal jurisdiction in this judicial District, but Advance denies that Advance Auto, E-Advance and Advance Stores have infringed, either directly, indirectly, literally, or under the doctrine of equivalents, any valid claim of the '474 patent. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning any other Defendant, and therefore denies the same. Advance denies each and every remaining factual allegation in Paragraph 44.

45. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning the Geomas Lawsuit, and therefore denies each and every factual allegation in Paragraph 45.

**COUNT I –INFRINGEMENT OF U.S. PATENT NO. 5,930,474**

46. Advance admits that United States Patent No. 5,930,474 (the “‘474 patent”) issued on July 29, 1999. Advance admits that a copy of the '474 patent was attached to GeoTag’s Complaint as Exhibit A thereto. Advance denies each and every remaining factual allegation in Paragraph 46.

47. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning ownership and standing to bring a lawsuit for infringement of the '474 patent, and therefore denies each and every factual allegation in Paragraph 47.

48. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning the ‘474 Patent, and therefore denies each and every factual allegation in Paragraph 48.

49. Advance denies each and every factual allegation in Paragraph 49 to the extent it alleges infringement of the '474 patent by Advance. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning any other Defendant, and therefore denies each and every factual allegation in Paragraph 49.

50. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning RENT-A-CENTER, and therefore denies each and every factual allegation in Paragraph 50.

51. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning ALAMO, and therefore denies each and every factual allegation in Paragraph 51.

52. Advance denies each and every factual allegation in Paragraph 52.

53. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning APPLIED, and therefore denies each and every factual allegation in Paragraph 53.

54. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AUTONATION, and therefore denies each and every factual allegation in Paragraph 54.

55. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AUTOZONE, and therefore denies each and every factual allegation in Paragraph 55.

56. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AVALON, and therefore denies each and every factual allegation in Paragraph 56.

57. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning AVIS BUDGET, and therefore denies each and every factual allegation in Paragraph 57.

58. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning BRAKE CENTERS, and therefore denies each and every factual allegation in Paragraph 58.

59. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning CARMAX, and therefore denies each and every factual allegation in Paragraph 59.

60. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning CHRISTUS, and therefore denies each and every factual allegation in Paragraph 60.

61. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning DISCOUNT TIRE, and therefore denies each and every factual allegation in Paragraph 61.

62. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning DOLLAR THRIFTY, and therefore denies each and every factual allegation in Paragraph 62.

63. Advance denies each and every factual allegation in Paragraph 63 as it relates to E-ADVANCE. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning any other Defendant, and therefore denies the same. Advance denies each and every remaining factual allegation in Paragraph 63.

64. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning GROUP 1, and therefore denies each and every factual allegation in Paragraph 64.

65. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning INTERSTATE BATTERY, and therefore denies each and every factual allegation in Paragraph 65.

66. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning JUST BRAKES OF NEVADA, and therefore denies each and every factual allegation in Paragraph 66.

67. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning O'REILLY, and therefore denies each and every factual allegation in Paragraph 67.

68. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning PAYLESS, and therefore denies each and every factual allegation in Paragraph 68.

69. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning PENSKE, and therefore denies each and every factual allegation in Paragraph 69.

70. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning RHINO, and therefore denies each and every factual allegation in Paragraph 70.

71. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning HERTZ, and therefore denies each and every factual allegation in Paragraph 71.

72. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning PEP BOYS, and therefore denies each and every factual allegation in Paragraph 72.

73. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning TRANE, and therefore denies each and every factual allegation in Paragraph 73.

74. Advance denies each and every factual allegation in Paragraph 75 to the extent it alleges infringement of the '474 patent by Advance. Advance denies that GeoTag is entitled to any relief whatsoever in this action, either as prayed for in its Complaint or otherwise. Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning any other Defendant, and therefore denies each and every factual allegation in Paragraph 74.

75. Advance denies each and every factual allegation in Paragraph 75 to the extent it alleges infringement of the '474 patent by Advance. Advance denies that GeoTag is entitled to any relief whatsoever in this action, either as prayed for in its Complaint or otherwise. Advance

lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning any other Defendant, and therefore denies each and every factual allegation in Paragraph 75.

**RESPONSE TO PLAINTIFF'S PRAYER FOR RELIEF**

Advance denies that GeoTag is entitled to any relief whatsoever in this action from Advance, either as prayed for in its Complaint or otherwise. To the extent to the Plaintiff's Prayer for Relief is directed against other Defendants other than Advance, Advance lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning any other Defendant, and therefore denies each and every factual allegation in the Plaintiff's Prayer for Relief.

**RESPONSE TO PLAINTIFF'S DEMAND FOR JURY TRIAL**

GeoTag's demand for a jury trial does not include any factual allegations.

**AFFIRMATIVE DEFENSES**

Advance reserves the right to assert any additional defenses to GeoTag's claims as they become known or apparent through the course of discovery, and to adopt and rely upon any defenses asserted by other Defendants or parties in this proceeding. Subject to that limitation, Advance asserts the following affirmative defenses, without assuming the burden of proof when such burden would otherwise be on GeoTag:

**FIRST AFFIRMATIVE DEFENSE:**

GeoTag's Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Advance Auto, E-Advance and Advance Stores have not infringed and do not infringe any valid and enforceable claim of the '474 patent, either directly, indirectly, literally, or under the doctrine of equivalents.

**THIRD AFFIRMATIVE DEFENSE**

Each and every claim of the '474 patent is invalid for failure to comply with one or more of the provisions of Title 35, United States Code, including, but not limited to, 35 U.S.C. §§ 101, 102, 103, and/or 112.

**FORTH AFFIRMATIVE DEFENSE**

GeoTag's claims are barred in whole or in part by prosecution history estoppels and/or prosecution history disclaimer.

**FIFTH AFFIRMATIVE DEFENSE**

GeoTag's claim for damages for alleged infringement is limited by 35 U.S.C. §§ 286 and 287.

**SIXTH AFFIRMATIVE DEFENSE**

GeoTag's claims for relief are barred by the equitable doctrines of laches, waiver, estoppel, patent exhaustion, license, and/or by any other equitable doctrine.

**PRAYER FOR RELIEF**

WHEREFORE, Advance respectfully request that judgment be entered in its favor and against c GeoTag, and prays that the Court grant the following relief to Advance:

- (i) Dismissal of GeoTag's Complaint with prejudice;
- (ii) Denial of all remedies and relief sought by GeoTag in its Complaint;
- (iii) Entry of judgment that Advance Auto, E-Advance and Advance Stores have not infringed and do not infringe any valid claim of the '474 patent, either directly, indirectly, literally, or under the doctrine of equivalents;
- (iv) Entry of judgment that each and every claim of the '474 patent is invalid under 35 U.S.C. §§ 101, 102, 103, and/or 112;
- (v) A declaration that this case is exceptional under 35 U.S.C. § 285 and an award of the reasonable attorney's fees, costs, and expenses incurred by Advance in this action; and
- (vi) Such other and further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and Local Rule CV-38, Advance hereby demands a trial by jury on all issues and claims so triable.

Date: March 14, 2011

Respectfully submitted,

/s/ William E. Devitt  
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*ATTORNEY FOR DEFENDANTS*  
**ADVANCE AUTO PARTS, INC, E-**  
**ADVANCE LLC AND ADVANCE**  
**STORES COMPANY, INC.**

**Certificate of Service**

The undersigned hereby certifies that the foregoing document was electronically filed in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic service, Local Rule CV-5(a)(3).

March 14, 2011

/s/ William E. Devitt  
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